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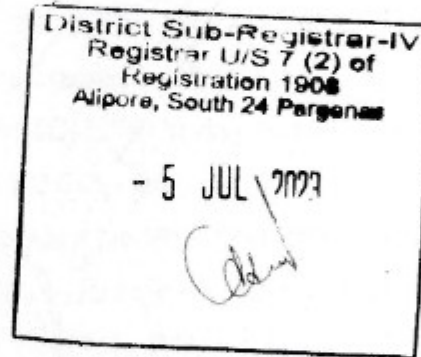
पश्चिम बंगाल WEST BENGAL

AP 342760

05/07/2023

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Certified that the document is admitted for Registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.



**DEVELOPMENT AGREEMENT ALONG WITH
DEVELOPMENT POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT ALONG WITH
DEVELOPMENT POWER OF ATTORNEY is made this the **5th** day of
July, Two Thousand and Twenty Three (2023)
BETWEEN

(1) **SRI SINCHAN SINHA**, (PAN -ALMPS2435A), (Aaadhaar No. 7806 7233 2394), son of Sri Amal Kumar Sinha, by Occupation - Business, (2) **SMT. SHARMILA SINHA**, (PAN -BBUPS9899D), (Aaadhaar No.4713 2597 5006), wife of Sri Sinchan Sinha, by Occupation-Housewife, both by Faith - Hindu, both by Nationality - Indian, both residing at 44/2/52, Jheel Road, P.S. Survey Park, Kolkata - 700075, hereinafter jointly called and referred to as the **OWNERS/FIRST PARTIES** (which terms or expressions shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their legal heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**

AND

OIENDRILA PROMOTERS AND DEVELOPERS PRIVATE LIMITED (PAN-AABCO1239M) a company incorporated under the Indian Companies Act, 1956, having CIN of the company U45400WB2009PTC131749 having its registered office at 27B, Bose Pukur Road, P.O. & P.S. Kasba, Kolkata - 700 042, represented by its Director namely **SRI PRABIR PAUL**, (PAN-AFQPP2907Q), (Aaadhaar No.9058 9891 0937), son of Sri Santi Ranjan Paul, by Occupation : Business, by faith : Hindu, by Nationality : Indian, residing at 783, Anandapur, URABANA, Tower-6, Flat No.2404, P.O. EKTP, P.S. Anandapur, Kolkata - 700107, hereinafter called and referred to as the **"DEVELOPER/SECOND PARTY"** (which term or expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest, successors-in-office, nominees, assigns and legal representatives) of the **SECOND PART**.

WHEREAS by virtue of a registered Deed of Sale dated 09.10.1996, registered in the office of the District Sub-Registrar-III, Alipore and entered into Book No.I, Volume No.19, at Pages 432 to 443, Deed No.785 for the year 1997, the **OWNERS No.1 and 2 herein** jointly purchased a piece and parcel of land measuring an area of 3 (Three) Cottahs 8 (Eight) Chittacks situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.87, under R.S. Khatian No. 101, Scheme Plot No.290(Phase-1), from the previous land Owner namely Smt. Ratna Dey, wife of Sri Harihar Dey, residing at 18, Ram Das Nagar, P.O. Jamsedpur(Bihar) and the said Smt. Ratna Dey, purchased above mentioned plot of land by virtue of a registered Deed of

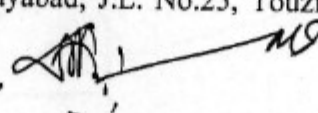
Sale dated 14.07.1990, registered in the office of the District Sub-Registrar, Alipore and entered into Book No.I, Volume No.262, at Pages 24 to 27, Deed No.10654 for the year 1990 togetherwith all easement rights for a valuable consideration from the previous Owner namely The Jadavpur Co-Operative Land and Housing Society Limited registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032.

AND WHEREAS after purchase the **OWNERS No.1 and 2 herein** jointly mutated their names in the record of The Kolkata Municipal Corporation known as **KMC Premises No.1933, Nayabad**, Assessee No.31-109-08-1933-5, within the KMC Ward No.109, presently P.S. Panchasayar, Kolkata - 700099.

AND WHEREAS thereafter the **OWNERS No.1 and 2 herein** jointly Mutated and recorded their names in the record of the Ld. B.L. & L.R.O., Kolkata vide **L.R. Khatian No.2494 (in the name of Sinchan Sinha) and 2495 (in the name of Sharmila Sinha)** of **L.R. Dag No.87**, of Mouza - Nayabad, J.L. No.25 in connection with their entire jointly purchased land measuring an area of **03 (Three) Cottahs 08 (Three) Chittacks**.

AND WHEREAS the **OWNERS No.1 and 2 herein** are now the joint Owners and are seized and possessed of all that land measuring an area of **03 (Three) Cottahs 08 (Three) Chittacks** situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in **R.S. Dag No.87**, under **R.S. Khatian No.101**, corresponding to **L.R. Dag No.87**, under **L.R. Khatian Nos.2494 and 2495**, known as **KMC Premises No.1933, Nayabad**, Assessee No.31-109-08-1933-5, within the KMC Ward No.109, presently P.S. Panchasayar, Kolkata - 700099.

AND WHEREAS by virtue of another registered Deed of Sale dated 11.09.1998, registered in the office of the District Sub-Registrar-III, Alipore and entered into Book No.I, Volume No.40, at Pages 185 to 200, Deed No.1541 for the year 1994, the **OWNER No. 2 herein** purchased herself a piece and parcel of land measuring an area of **3 (Three) Cottahs 8 (Eight) Chittacks** (adjacent of the above mentioned purchased plot of land) situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in **R.S. Dag**



No.87, under R.S. Khatian No. 101, Scheme Plot No.291 (Phase-1), from the previous land Owner namely Mr. Rabindra Kumar Roy, son of Late Baikuntha Kumar Roy, residing at Sadananda Kuthir (Pan Bazar) Kampur, Dist. Gauhati, Assam, in the said Deed of sale confirmed by the Confirming Party namely The Jadavpur Co-Operative Land and Housing Society Limited registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032 and the said Mr. Rabindra Kumar Roy,, purchased above mentioned plot of land by virtue of a registered Deed of Sale dated 14.07.1990, registered in the office of the District Sub-Registrar, Alipore and entered into Book No.I, Volume No.262, at Pages 56 to 59, Deed No.10662 for the year 1990 togetherwith all easement rights for a valuable consideration from the previous Owner namely The Jadavpur Co-Operative Land and Housing Society Limited as aforesaid registered under the West Bengal Co-operative Society Act, 1940 (Registration No. 116/CAL of 1965) and having its registered office at Jadavpur University, P.S. Jadavpur, Kolkata - 700032.

AND WHEREAS after purchase the **OWNER 2 herein** mutated her name in the record of The Kolkata Municipal Corporation known as **KMC Premises No.1927, Nayabad**, Assessee No.31-109-08-1927-0, within the KMC Ward No.109, presently P.S. Panchasayar, Kolkata - 700099.

AND WHEREAS thereafter the **OWNER 2 herein** mutated and recorded her name in the record of the Ld. B.L. & L.R.O., Kolkata vide **L.R. Khatian No. 2495 (in the name of Sharmila Sinha)** of **L.R. Dag No.87**, of Mouza - Nayabad, J.L. No.25 in connection with their entire jointly purchased land measuring an area of **03 (Three) Cottahs 08 (Three) Chittacks**.

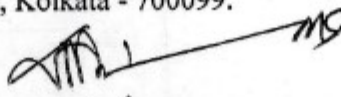
AND WHEREAS the **OWNER No.2 herein** becomes the absolute Owner and is seized and possessed of all that land measuring an area of **03 (Three) Cottahs 08 (Three) Chittacks** situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.87, under R.S. Khatian No.101, corresponding to **L.R. Dag No.87**, under **L.R. Khatian No. 2495**, known as **KMC Premises No.1927, Nayabad**, Assessee No.31-

109-08-1927-0, within the KMC Ward No.109, presently P.S. Panchasayar, Kolkata - 700099.

AND WHEREAS by virtue of registered Deed of Gift dated 28.04.2023, registered in the office of the District Sub-Registrar-IV, Alipore and entered into Book No.I, Volume No.1604-2023, at Pages 143470 to 143494, Deed No.160405091 for the year 2023, the **OWNER No. 2** herein donated her undivided and un-demarcated 50% (fifty percent) i.e. 1/2 Share of the total land area measuring **01 (One) Cottah 12 (twelve) Chittacks** out of total land area of **3 (Three) Cottahs 8 (Eight) Chittacks** more or less situated in Mouza – Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.87, under R.S. Khatian No. 101, corresponding to L.R. Dag No. 87, under L.R. Khatian No. 2495, Scheme Plot No.291 (Phase-1), known as **KMC Premises No.1927, Nayabad**, Assessee No.31-109-08-1927-0, within the KMC Ward No.109, presently P.S. Panchasayar, Kolkata - 700099 in favour of her husband namely Sri Sinchan Sinha, the **Owner No.1** herein who acquired the undivided half share of ownership of K.M.C. Premises No.1927, Nayabad.

AND WHEREAS ~~thus the~~ **Owner No. 1 and Owner No. 2** become the joint owners of K.M.C. Premises No.1927, Nayabad, and also they have acquired the joint ownership of the K.M.C. Premises No.1933, Nayabad, and both the plots are situated side by side and adjacent to each other and they decided to amalgamate the said two plots into one unit and to get one premises in respect of the total plot of land measuring an area of 07 (Seven) Cottahs.

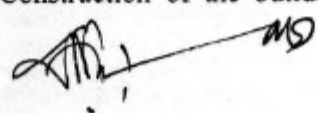
AND WHEREAS thus both the **OWNERS** herein jointly amalgamated their both the plots of land in the record of K.M.C. in respect of **KMC Premises No.1927, Nayabad, and 1933, Nayabad** into one KMC Premises and now the entire property has been amalgamated and entire property is now known and numbered as **KMC Premises No.1933, Nayabad**, Assessee No.31-109-08-1933-5, within the KMC Ward No.109, presently P.S. Panchasayar, Kolkata - 700099.



AND WHEREAS the OWNERS No.1 and 2 herein are now the joint Owners and are seized and possessed of all that land measuring an area of 07 (Seven) Cottahs situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.87, under R.S. Khatian No.101, corresponding to L.R. Dag No.87, under L.R. Khatian Nos.2494 and 2495, known as KMC Premises No.1933, Nayabad, Assessee No.31-109-08-1933-5, within the KMC Ward No.109, presently P.S. Panchasayar, Kolkata - 700099 and the entire property as described in the **SCHEDULE A** below.

AND WHEREAS the present OWNERS have now decided to develop the **SCHEDULE - 'A'** mentioned property and to construct thereon a **Ground plus four storied building with lift facility**, comprising several residential flats on the different floors, and Car Parking Space on Ground Floor but due to paucity of fund, lack of technical knowledge, experience in the field of construction, has now decided to do the same by appointing a **DEVELOPER**, who is financially and technically sound to construct a **Ground plus four storied building with lift facility** upon the aforesaid total property as per the sanction building plan to be sanctioned from The Kolkata Municipal Corporation at the cost of the Developer herein after completion of the amalgamation as regards the total **SCHEDULE** property.

AND WHEREAS the **DEVELOPER** herein, coming to know the facts of such desire of the OWNERS herein, has made a proposal for the development of the said total property before the OWNERS. The OWNERS after necessary investigation and thorough understanding with the **DEVELOPER** herein, has agreed to develop the said premises by the **DEVELOPER**. Both the Parties hereto have mutually analysed, discussed, agreed between themselves and now the **DEVELOPER** and **OWNERS** desire to enter into this Development Agreement for the construction of a new **Ground plus Four storied building with Lift facility** upon the aforesaid property as per the sanction building plan under certain terms and conditions which has been decided by and between the Parties herein, without involving the **OWNERS** in the matter of the hazards of construction as mentioned below and also as per Specification of the proposed Construction of the building annexed herewith marked as **Annexure -X**.



AND WHEREAS the **DEVELOPER** i.e. the party of the **SECOND PART** herein has agreed to make the construction of the proposed Ground plus Four storied building with Lift facility in flat systems for residential and other purposes and exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc, the **OWNERS** shall jointly get one complete **3BHK Flat on Third Floor South-West** side of the proposed building measuring **super built up area of 1060 (One Thousand Sixty) Sq.ft.** and one **Car Parking Space No.9** situated on the **Ground Floor** of the proposed building measuring an area of 110 (One hundred and ten) Sq.ft. more or less. Besides the **OWNERS** shall get from the **DEVELOPER** as non-refundable amount of Rs.76,40,000/- (Rupees Seventy Six Lac Forty Thousand) only out of which the **OWNERS** have already received the sum Rs.25,00,000/- (Rupees Twenty five lac) only and balance Rs.51,40,000/- (Rupees Fifty One Lac Forty Thousand) only paid at the time of signing this Agreement and the entire non-refundable amount been acknowledged by the **OWNERS** herein as mentioned in the memo below. It is further noted that the **OWNERS** desire to get a refundable advance amount of Rs.25,00,000/- (Rupees Twenty Five Lac) only from the **DEVELOPER** as early as possible. The **DEVELOPER** has agreed to pay the such refundable advance of Rs.25,00,000/- (Rupees Twenty Five Lac) only as early as possible to the **OWNERS** but the **OWNERS** have to refund the said refundable advance to the **DEVELOPER** strictly at the time of handing over the **Owners' Allocation** i.e. one Flat and Car Parking Space, failing which the **DEVELOPER** shall adjust the entire amount from the **Owners' Allocated 3BHK Flat on Third Floor South-West** side of the proposed building @ Rs.3,500/- (Rupees Three Thousand five Hundred) per Sq.ft. super built up area and one Car Parking Space on the Ground Floor Rs.4,00,000/- (Rupees Four Lac) only and after adjustment and also payment of balance amount against the said 3 BHK Flat on Third Floor South-West side and one Car Parking Space on Ground Floor the **DEVELOPER** shall have full right to sell the said **Owners' Allocated 3BHK flat** and one Car Parking Space on ground floor to the intending purchasers as its allocation and enjoy the entire sale proceeds thereof. If required, the **OWNERS** and the **DEVELOPER** shall enter into a Supplementary Agreement and the **OWNERS** shall execute and register a General Power of Attorney in favour of the



DEVELOPER to sell the said 3 BHK Flat on Third Floor South-West side of the building and one Car Parking Space on Ground Floor of the building to the intending Purchaser as its allocation and for the same the Owners shall not create any objection.

AND WHEREAS the **DEVELOPER** herein shall get rest sanction building area excluding the Owners' Allocated one complete 3BHK Flat on Third Floor South-West side of the proposed building measuring super built up area of 1060 (One Thousand Sixty) Sq.ft. and one Car Parking Space No.9 on Ground Floor of the proposed building measuring an area of 110 (One hundred and ten) Sq.ft. more or less as mentioned in the **SCHEDULE-B** below and for the same the **DEVELOPER** shall have to make the payment to the **OWNERS** the balance amount of the said 3BHK Flat on Third Floor South-West side and one Car Parking Space on Ground Floor after adjustment of refundable advance amount of Rs.25,00,000/- (Rupees Twenty Five Lac) only (if it is paid by the Developer to the owners) as mentioned in the **SCHEDULE-'B'** below then said 3BHK Flat on Third Floor South-West side of the proposed building measuring super built up area of 1060 (One Thousand Sixty) Sq.ft. and one Car Parking Space No.9 on Ground Floor of the proposed building measuring an area of 110 (One hundred and ten) Sq.ft. more or less shall be treated as Developer's Allocation. The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE 'D'** hereunder written. The Party of the **SECOND PART** shall erect the entire proposed Ground plus Four storied building with lift facility at its cost and its supervision and labour to be erected as per annexed Specification after amalgamation of **SCHEDULE - 'A'** property and also as per the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as the cost of the land in connection with the said flats etc. The **DEVELOPER** and also the land owners herein shall enjoy the undivided proportionate share of land and common rights of the building as proportionately as mentioned in the **SCHEDULE - A and C** below.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

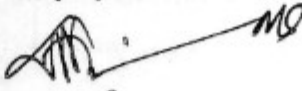
1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNERS** : shall mean the parties of the **FIRST PART** herein namely (1) **SRI SINCHAN SINHA**, son of Sri Amal Kumar Sinha AND (2) **SMT. SHARMILA SINHA**, wife of Sri Sinchan Sinha, both residing at 44/2/52, Jheel Road, P.S. Survey Park, Kolkata - 700075 and their legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean **OIENDRILA PROMOTERS AND DEVELOPERS PRIVATE LIMITED** a company incorporated under the Indian Companies Act, 1956, having its registered office at 27B, Bose Pukur Road, P.O. & P.S. Kasba, Kolkata - 700 042, represented by its Director namely **SRI PRABIR PAUL**, son of Sri Santi Ranjan Paul, residing at 783, Anandapur, URABANA, Tower-6, Flat No.2404, P.O. ERT, P.S. Anandapur, Kolkata - 700107, for the time being and its legal heirs, representatives, administrators and assigns.
 - (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
 - (d) **PREMISES** : shall mean the **OWNERS No.1 and 2** herein are now the joint Owners and are seized and possessed of all that land measuring an area of 07 (Seven) Cottahs situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.87, under R.S. Khatian No.101, corresponding to L.R. Dag No.87, under L.R. Khatian Nos.2494 and 2495, known as KMC Premises No.1933, Nayabad, Assessee No.31-109-08-1933-5, within the KMC Ward No.109, presently P.S. Panchasayar, Kolkata - 700099 and the said land has been more fully described in the **SCHEDULE "A"** hereunder written.
 - (e) **BUILDING** : shall mean the proposed **Ground plus Four storied building with lift facility** to be constructed on the said premises as per sanction residential

building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office – XI on the total land.

- (f) **COMMON FACILITIES AND AMENITIES TO BE ENJOYED BY THE FLAT OWNERS:** shall include corridors, stair ways, passages ways, driveways, common lavatories, care taker's Room and toilet on ground Floor, meter space, water and water lines and plumbing lines, under ground water reservoir, over head water tank, water pump and motor, boundary wall, roof, lift, lift Room, lift lobby and lift well common vacant area/space on Ground Floor inside the premises and other facilities as mentioned in the **SCHEDULE "C"** hereunder written and such common areas shall be enjoyed by the flat Owners who shall purchase the same from the **DEVELOPER** herein.
- (g) **OWNER'S ALLOCATION :** The entire **OWNERS' ALLOCATION** as mentioned in the **SCHEDULE "B"** herein below.
- (h) **DEVELOPER'S ALLOCATION :** The entire **DEVELOPER'S ALLOCATION** as mentioned in the **Schedule D** below.
- (i) **THE ARCHITECT/PLANNER :** shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the proposed building on the said premises.
- (j) **BUILDING PLAN :** would mean such plan prepared by the Planner for the construction of the building to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.
- (k) **TRANSFER :** with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFEREE :** shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.

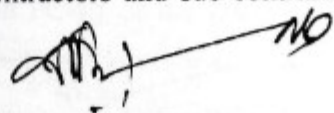
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.
3. **THE OWNERS DECLARE** as follows:
 - (a) That they are the owners and seized and possessed of and/or well and sufficiently entitled to the said property as described in the **SCHEDULE 'A'** below for proposed construction.
 - (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.
 - (c) That the said entire property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
 - (a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said Premises to be constructed by the **DEVELOPER** in accordance with the sanction residential building plan/plans to be sanctioned by The Kolkata Municipal Corporation of the **SCHEDULE 'A'** property exclusively owned by the **OWNERS** herein.
 - (b) (i) **OWNERS' ALLOCATION** : the **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written and rest sale proceeds etc., of the project shall be enjoyed by the **DEVELOPER** herein.

 (ii) **DEVELOPER'S ALLOCATION** : The **DEVELOPER** shall enjoy the Developer's Allocation as described in the **SCHEDULE-D** below.
 - (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval of building



plan and its alternation/modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the **DEVELOPER** for and in the names of the **OWNERS** at the cost of **DEVELOPER**.

- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOPER** shall appear, represent, sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, shall give assistance/co-operation/ signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.
- (e) That the **DEVELOPER** shall erect the proposed building in the said Premises as per sanction residential building plan and for the same the **OWNERS** shall put their signature as and when necessary and during construction or after construction the **DEVELOPER** shall sell only the Developer's portion together with proportionate undivided share of land and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a **Ground plus Four storied building with Lift facility** thereon in accordance with the said sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** immediate after amalgamation of the **SCHEDULE 'A'** property exclusively owned by the **OWNERS** herein.
- (g) The **DEVELOPER** shall construct the building and also supervise and carry out all the acts through contractors and sub-contractors in such manner as may be

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thought fit and proper by it for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property as mentioned in the **SCHEDULE 'A'** below and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said premises in terms of this Agreement.

- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of its allocation i.e. **DEVELOPER'S ALLOCATION** as regards the entire proposed in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations for facilitating the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building at the said premises in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER** and as well as building specifications annexed herewith and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within **24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over vacant possession of the SCHEDULE mentioned property whichever is later and a maximum 6 (Six) months grace period.** It is noted that the **DEVELOPER** at its own cost shall take the conversation of land nature as 'Bastu' and mutation of K.M.C. on the total property at its own cost on behalf of the **OWNERS**. The **DEVELOPER** shall

clear up and pay the proportionate outstanding taxes. The **DEVELOPER** shall convert the nature of the land as "Bastu" from "Beel" at its cost.

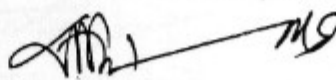
- (k) That the **DEVELOPER** shall install in the said building at its own costs, pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things, Lift and also other facilities as are required to be provided in the new building constructed for sale of the flats therein on Ownership basis and as mutually agreed upon.
5. **THE OWNERS HEREBY AGREE AND COVENANT WITH THE DEVELOPER** as follows:-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOPER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
- (iii) The **OWNERS** shall positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** below hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanction building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.
- (iv) The **DEVELOPER** shall sell all the flats etc. of the proposed building, as the **DEVELOPER'S ALLOCATION** only as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said premises and the common portions, roof of the building proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** only as per the terms and conditions as within

mentioned and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyances, Deeds or Agreement for Sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.

- (v) The **OWNERS** hereby empower and authorize the **DEVELOPER** to do this project for promotion in connection with the said property as described in the schedule hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit the interest of the project etc. to appoint different type of professional men, to appoint advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc.

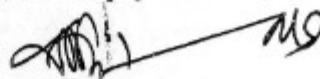
6. **THE OWNERS HEREIN EXECUTES THE POWER OF ATTORNEY IN FAVOUR OF THE DEVELOPER HEREIN BELOW:**

WE The **OWNERS** herein namely, (1) **SRI SINCHAN SINHA**, (PAN - **ALMPS2435A**), (Aadhaar No. 7806 7233 2394), son of Sri Amal Kumar Sinha, by Occupation - Business, (2) **SMT. SHARMILA SINHA**, (PAN - **BBUPS9899D**), (Aadhaar No. 4713 2597 5006), wife of Sri Sinchan Sinha, by Occupation-Housewife, both by Faith - Hindu, both by Nationality - Indian, both residing at 44/2/52, Jheel Road, P.S. Survey Park, Kolkata - 700075, do hereby appoint **OIENDRILA PROMOTERS AND DEVELOPERS PRIVATE LIMITED** (PAN-AABCO1239M) a company incorporated under the Indian Companies Act, 1956, having CIN of the company U45400WB2009PTC131749 having its registered office at 27B, Bose Pukur Road, P.O. & P.S. Kasba, Kolkata - 700 042, represented by its Director namely **SRI PRABIR PAUL**, (PAN-**AFQPP2907Q**), (Aadhaar No. 9058 9891 0937), son of Sri Santi Ranjan Paul, by



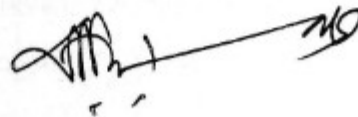
Occupation : Business, by faith : Hindu, by Nationality : Indian, residing at 783, Anandapur, URABANA, Tower-6, Flat No.2404, P.O. EKTP, P.S. Anandapur, Kolkata - 700107, as our Constituted lawful Attorney on our behalf to do the following acts in respect of our property as mentioned in the **SCHEDULE-'A'** as mentioned below:

- i. To look after and manage the total property on behalf of the **OWNERS** by executing any Deed on behalf of the **OWNERS**.
- ii. To appear and act in all the Courts such as Civil or Criminals, Originals, Revisional or Appellate Courts and also in the Registration Offices and in any other Office of Government, in the Office of The Kolkata Municipal Corporation or any other Municipality, Improvement Trust, The Kolkata Metropolitan Development Authority, Commissioner of any Division or District Board, Panchayat or any other office or Local Authority on behalf of us and for such purpose our said Attorney may accept service of any summons or any notice issued by any authority, shall be received by our said Lawful Attorney.
- iii. To sign and verify and plaint, written, statements, petition of claim and objection, memorandum of Appeal and petition and application of all kinds and to file them relating to the aforesaid properties as mentioned in the **SCHEDULE** hereunder written in any such Court or Office.
- iv. To appoint, engage on our behalf any Advocate, Pleader, Solicitors, Revenue Agent or any other legal practitioner whenever our said Attorney shall think proper to do so and to discharge and/or terminate its appointments.
- v. To cause mutation of our said Property where necessary effected in the revenue and/or in the record of The Kolkata Municipal Corporation and/or in the office of B.L. & L.R.O. and to make such statements and sign all applications or objections personally or through Lawyer or other agents to effectuate the said purpose and Collect Mutation Certificate, Assessment Roll or Tax Clearance Certificate and other necessary papers thereof and pay necessary taxes to The Kolkata Municipal

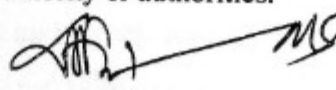


Corporation and also to the B.L. & L.R.O. as and when necessary on our behalf and also sign all the papers, forms etc. on our behalf to make conversion the land nature as 'Bastu' and also to do the Land Ceiling on our behalf for our property.

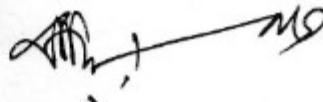
- vi. To demarcate or delineate our said property that be necessary for the said purpose by virtue of a Deed of Boundary Declaration or any other Declaration or Deed of Rectification to be registered before the concerned registering authority and/or to sewer any affidavit related thereto.
- vii. To deposit the revenue for our said property in The Kolkata Municipal Corporation or in any Government Department and to pay all charges and the local taxes for the properties.
- viii. To sign all the plans to be submitted before the concerned authority/authorities for the sanction of the building plan, revised building Plan and/or modified Plan and/or completion Building Plan or any other building plan for our said total property and sign all the papers related thereto and to sign the same on our behalf the modified or revised Plan and submit the same before The Kolkata Municipal Corporation for sanction and then to get delivery the same along with the Completion Certificate and also Completion Plan of the building on our behalf from The Kolkata Municipal Corporation and execute any affidavit related thereto and also sign, execute and register any Deed of Declaration to be required for the same related to our said property.
- ix. To sign drainage and sewerage Plan of the property and submit the same before the Kolkata Municipal Corporation in respect of the Premises and to sign all other papers related thereto.
- x. To sign the Plan for taking water connection from The Kolkata Municipal Corporation in respect of the said Premises as mentioned in the SCHEDULE 'A' below and also to sign all the papers related thereto and also sign all the papers, forms or documents for taking connection of electric and installation of electric meter for this project.



- xi. To look after and to control all the affairs for the development of the said land and construction of a new Ground plus Four storied building which shall be erected as per sanction building Plan to be sanctioned by The Kolkata Municipal Corporation or other approval of the Government Authority at the cost of the **DEVELOPER** and the **DEVELOPER** shall sign and execute on behalf of us all the Declaration Deed or any other Declaration as mentioned in the **SCHEDULE 'A'** below property related thereto and register the such document as per requirement for the interest of the proposed project.
- xii. To sign, execute and submit all Development Plans, Documents, Statements, Papers, Undertakings, Declarations, may be required for necessary sanction, modification and/or alteration of sanctioned plans by the appropriate authority and other appropriate authorities after signing from us.
- xiii. To appear and represent on behalf of i.e. **LAND OWNERS** herein on or before any necessary authorities including, The Kolkata Municipal Corporation, Fire brigade, West Bengal Police, necessary Departments of Government of West Bengal, in connection with the modification and/or alteration of Development plans for the above mentioned property and also for the interest of the proposed project.
- xiv. To pay fees for obtaining the sanction of the building plan, modification of plan and such other orders and permissions from the necessary authorities on behalf of the **LAND OWNERS** as required for sanction, modification and/or alteration of the Development Plan and also to submit and take delivery of title, deeds concerning the said property and also take other papers and documents as may be required by the necessary authorities and appoint engineers, Architects and other Agents and Sub-Contractor for the aforesaid purposes as our lawful Attorney shall think fit and proper.
- xv. To receive the excess amount of fees, if any, paid for the purpose of sanction and/or modification and/or alteration of the revised and/or completion building plan to be sanctioned from the authority or authorities.

A handwritten signature and the initials 'MO' are present at the bottom of the page, below the list of clauses.

- xvi. To develop the said property by making construction of such type of building or buildings thereon as our said Attorney may deem fit and proper.
- xvii. To apply for obtaining electricity gas, water, sewerage and drainage, telephone or other connections or obtaining electric meter or any other utility to the said property and /or to make alteration therein and to disconnect the same and for that purpose to sign, execute and submit all papers, applications, documents and plans related thereto on our behalf and submit the same before the concerned authority/ authorities for such connection of electric, drainage and sewerage, water, telephone, gas, connection etc. and to execute and sign all paper plan for sanction drainage and sewerage connection of the said entire property and to do all such other acts, deeds and things as may be deemed fit and proper by the said Attorney on our behalf.
- xviii. To apply for and obtain building materials from the concerned authorities for consumption of the building on the said property as aforesaid.
- xix. To pay all rates, taxes, charges, expenses and other outgoings whatsoever payable for and on account of the said property, or any part thereof.
- xx. To appear and represent us before all authorities for fixation and/or finalization of the annual valuation of the said property and for that purpose to sign execute and submit necessary papers and documents and to do all other acts, deeds and things as our said Attorney may deem fit and proper.
- xxi. To negotiate with others for giving possession of the flats etc. in lieu of proper considerations sum against the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE - D** of this registered Development Agreement below and the **DEVELOPER** shall do all the acts in the Premises and the **DEVELOPER** shall get the **DEVELOPER'S ALLOCATION** as within mentioned.
- xxii. To collect advance or part payment or full consideration money from the intending purchasers of the **DEVELOPER'S ALLOCATION** as mentioned in the **SCHEDULE - D** of this registered Development Agreement, alongwith the proportionate share of land and grant receipt in favour of the interested



persons/persons who are interested to take possession of the flat/ flats etc. in lieu of satisfactory consideration.

- xxiii. To advertise in different news papers and display, hoarding in different places, and also to engage agency or agencies for giving possession of the **Developer's Allocation** alongwith the proportionate share of land in any name as our said Attorney shall think fit and proper and to sell the **Developer's Allocation** as mentioned in this registered Development Agreement to any Third Party or parties at any consideration price to be fixed up only by the **DEVELOPER**.
- xxiv. To negotiate with intending persons who desire to take possession in lieu of proper consideration for the flats and/or Car Parking Space, if any including proportionate land share of the said **DEVELOPER'S ALLOCATION** alongwith the proportionate share of land at our said premises or any part thereof and for that purpose to sign and execute all deeds, as our said Attorney shall think fit and proper as per this registered Development Agreement.
- xxv. To file and submit declaration, statements, application and/or returns to the competent authority or any other necessary authority or authorities in connection with the matters herein contained and to sign all the papers and documents for installation of lift in the building.
- xxvi. To receive part or full consideration sum against the **Developer's Allocation** as mentioned in this registered Development Agreement from the intending purchasers and acknowledges the receipt of the same.
- xxvii. To appear and represent us before any Notary Public, office of the Additional District Sub-Registrar and District Sub-Registrar offices at Alipore, Addl. Registrar of Assurance/s at Kolkata, Metropolitan Magistrate and Other Office or Offices or Authority or Authorities having jurisdiction and to execute and register any kind of Deeds, Deed of Conveyances, Agreement for Sale, Deed of Declaration or Deed of Rectification, Deed of Amalgamation or Deed of Merger, Deed of Boundary Declaration and or any kind of instrument writing executed and signed by our said Attorney in any manner concerning our said property as per this



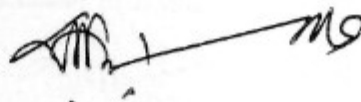
registered Development Agreement alongwith Power of Attorney in connection with the entire **DEVELOPER'S ALLOCATION** and present the same before the Registrar for registration.

- xxviii. To take necessary steps for registration of the **Developer's Allocation** as mentioned in this registered Development Agreement or any part alongwith the proportionate share of land by our Attorney herein.
- xxix. To convey, prosecute, enforce, defend answer and oppose all actions other legal proceedings regarding our said land and property or any part thereof.
- xxx. To file and defend suits, cases, appeals and applications of whatsoever nature for and on my behalf or to be institute preferred by or any person or persons in respect of our said property.
- xxxi. To compromise suits, appears or other legal proceedings in any Courts, Tribunals or other authority whatsoever and to sign and verify applications thereof in respect of the entire Premises.
- xxxii. To sign, declare and/or affirm any plaints, written statements petitions, affidavits, verifications, vakalatnamas, warrant of Attorney Memo of Appeal or any other documents or papers in any proceedings or in any way construction therewith.
- xxxiii. To deposit and withdraw fee, documents and moneys in and from any Court or courts and/or other person or persons or authority and given valid receipts and discharged thereof.

Our Attorney i.e. the **DEVELOPER** herein shall do all other acts on our behalf i.e. the **OWNERS** in respect of our said property by virtue of this Power of Attorney.

7. **THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNERS as follows :-**

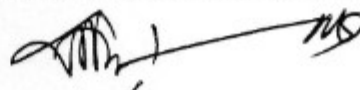
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.



- (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over vacant possession of the SCHEDULE 'A' mentioned property whichever is later and a maximum 6 (Six) months grace period. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the DEVELOPER shall have liberty to extend the time for a maximum period of another 6 (Six) months as grace period over and above the said 'Force Meajure' period..
- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the OWNERS whereby the DEVELOPER is prevented from enjoying, selling, assigning and/or disposing of any of the DEVELOPER'S ALLOCATION in the said building.
- (v) Thereafter such tax upto the period of handing over of Owners' Allocation shall be borne by the Developer.
- (vi) The complete construction specification shall be part of this Agreement under annexure X.

8. MUTUAL COVENANT AND INDEMNITIES :-

- (i) The OWNERS hereby undertakes that the DEVELOPER shall be entitled to the entire proposed construction and shall enjoy Allocation without interference or disturbances from the OWNERS' end, provided the DEVELOPER shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per annexure.
- (ii) The OWNERS are executing and registering a Development Power of Attorney by these presents in favour of the DEVELOPER to do all the proposed construction-work and to the project and also register all the Deeds including Agreement for Sale and Conveyance Deeds in respect of entire building i.e. DEVELOPER'S ALLOCATION in favour of the intending purchasers and the

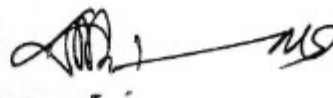


DEVELOPER shall also execute and register the Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** and the **OWNERS** shall join in the same when they shall be called for, if required.

- (iii) The **OWNERS** shall hand over the entire Original papers of the premises i.e. Title Deeds and Link Deeds, K.M.C. Mutation Certificate, paid up K.M.C. tax bills, R.O.R. (Parcha) paid up land taxes receipt and any other original papers in respect of the property to the **DEVELOPER** at the time of execution of the agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNERS**.
- (iv) The **DEVELOPER** on behalf of the **OWNERS** shall clear up all the previous outstanding taxes of K.M.C. including pending G.R., if any. The **OWNERS** shall have to pay the necessary maintenance of the building and also the proportionate taxes if they take the constructed portion in the building. The **DEVELOPER** shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (v) The **OWNERS** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.
- (vi) During construction, if any accident or any kind of incident occurs, the **DEVELOPER** shall remain liable to pay the financial cost and pay all the compensation thereof and the **OWNERS** shall not be liable for the same.
- (vii) In case of any damage during construction in neighbourhood building, the **DEVELOPER** shall be responsible for its costs. In case of any litigation except the title of the property during construction, the **DEVELOPER** shall bear the cost.

9. **JURISDICTION OF THE COURT:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta and/or Consumer Court shall be jurisdiction for adjudication of any dispute. in future.



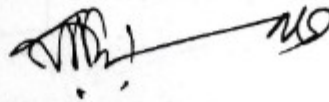
SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE JOINT OWNERSHIP PROPERTY OF OWNERS NO.1
AND 2 HEREIN)
SCHEDULE - 'A'

ALL THAT piece and parcel of a plot of homestead land measuring an area of 07 (Seven) Cottahs whereon a Ground Plus Four Storied building shall be erected as per sanctioned building plan is to be sanctioned by The KMC situated in Mouza - Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.87, under R.S. Khatian No.101, corresponding to L.R. Dag No.87, under L.R. Khatian Nos.2494 and 2495, known as KMC Premises No.1933, Nayabad, Assessee No.31-109-08-1933-5, within the KMC Ward No.109, presently P.S. Panchasayar, Kolkata - 700099. The entire property is butted and bounded by :

<u>ON THE NORTH</u>	:	25'-0" wide KMC Road;
<u>ON THE SOUTH</u>	:	Scheme Plot No.290;
<u>ON THE EAST</u>	:	25'-0" wide KMC Road;
<u>ON THE WEST</u>	:	Open space.

SCHEDULE - 'B' ABOVE REFERRED TO
(OWNERS' ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

the OWNERS shall jointly get one complete 3BHK Flat on Third Floor South-West side of the proposed building measuring super built up area of 1060 (One Thousand Sixty) Sq.ft. and one Car Parking Space No.9 situated on the Ground Floor of the proposed building measuring an area of 110 (One hundred and ten) Sq.ft. more or less. Besides the OWNERS shall get from the DEVELOPER as non-refundable amount of Rs.76,40,000/- (Rupees Seventy Six Lac Forty Thousand) only out of which the OWNERS have already received the sum Rs.25,00,000/- (Rupees Twenty five lac) only and balance Rs.51,40,000/- (Rupees Fifty One Lac Forty Thousand) only paid at the time of signing this Agreement and the entire non-refundable amount been acknowledged by the OWNERS herein as mentioned in the memo below. It is further noted that the OWNERS desire to get a refundable advance amount of Rs.25,00,000/- (Rupees Twenty Five Lac) only from the DEVELOPER as early as possible. The DEVELOPER has agreed to pay the such refundable advance of Rs.25,00,000/- (Rupees Twenty Five Lac) only as early as possible to the OWNERS but the OWNERS have to refund the said refundable advance to the DEVELOPER strictly at the



time of handing over the **Owners' Allocation** i.e. one Flat and Car Parking Space, failing which the **DEVELOPER** shall adjust the entire amount from the **Owners' Allocated 3BHK Flat** on Third Floor South-West side of the proposed building @ Rs.3,500/- (Rupees Three Thousand five Hundred) per Sq.ft. super built up area and one Car Parking Space on the Ground Floor Rs.4,00,000/- (Rupees Four Lac) only and after adjustment and also payment of balance amount against the said 3 BHK Flat on Third Floor South-West side and one Car Parking Space on Ground Floor the **DEVELOPER** shall have full right to sell the said **Owners' Allocated 3BHK flat** and one Car Parking Space on ground floor to the intending purchasers as its allocation and enjoy the entire sale proceeds thereof. If required, the **OWNERS** and the **DEVELOPER** shall enter into a Supplementary Agreement and the **OWNERS** shall execute and register a General Power of Attorney in favour of the **DEVELOPER** to sell the said 3 BHK Flat on Third Floor South-West side of the building and one Car Parking Space on Ground Floor of the building to the intending Purchaser as its allocation and for the same the Owners shall not create any objection.

SCHEDULE - 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES TO BE ENJOYED BY THE FLAT OWNERS)

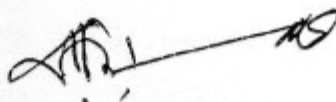
1. All stair-cases and stair landings on all the floors of the said building.
2. Stair-case of the building leading towards the vacant roof.
3. Common passages including main entrances on the ground floor leading to the top floor vacant roof of the building.
4. All common services and upon common spaces and undivided proportionate share of land and rights, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-owners.
5. Roof, of the building, Parapet wall of the building are for the purpose of common services and right, Caretaker's Room and toilet on ground Floor, Lift, Lift Lobby, Lift Room and lift Well.
6. Water pump, overhead water tank and all water supply line and plumbing lines.
7. Common Electric meter space, electric meter board, Electricity service and electricity main line wirings and lighting.
8. Drainages and sewerages including man-hole, junction pits etc. and drive way.
9. Boundary walls, main gate and/or side gates if any.



10. Vacant space on Ground Floor inside the premises.
11. Such other common parts, areas, equipments and installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified by the Developer expressly to be the common parts after construction of the building.

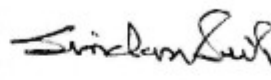
SCHEDULE - 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

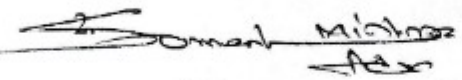
the **DEVELOPER** herein shall get rest sanction building area excluding the Owners' Allocated one complete 3BHK Flat on Third Floor South-West side of the proposed building measuring super built up area of 1060 (One Thousand Sixty) Sq.ft. and one Car Parking Space No.9 on Ground Floor of the proposed building measuring an area of 110 (One hundred and ten) Sq.ft. more or less as mentioned in the **SCHEDULE-B** above and for the same the **DEVELOPER** shall have to make the payment to the **OWNERS** the balance amount of the said 3BHK Flat on Third Floor South-West side and one Car Parking Space on Ground Floor after adjustment of refundable advance amount of Rs.25,00,000/- (Rupees Twenty Five Lac) only (if it is paid by the Developer to the owners) as mentioned in the **SCHEDULE-'B'** above then said 3BHK Flat on Third Floor South-West side of the proposed building measuring super built up area of 1060 (One Thousand Sixty) Sq.ft. and one Car Parking Space No.9 on Ground Floor of the proposed building measuring an area of 110 (One hundred and ten) Sq.ft. more or less shall be treated as Developer's Allocation. The Party of the **SECOND PART** shall erect the entire proposed Ground plus Four storied building with lift facility at its cost and its supervision and labour to be erected as per annexed Specification after amalgamation of **SCHEDULE - 'A'** property and also as per the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as the cost of the land in connection with the said flats etc. The **DEVELOPER** and also the land owners herein shall enjoy the undivided proportionate share of land and common rights of the building as proportionately as mentioned in the **SCHEDULE - A** and **C** below.



IN WITNESS WHEREOF the parties herein put their respective hand and seals on this day, month and year first above written.

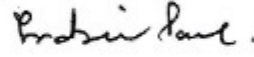
WITNESS:

- | | |
|--|---|
| 1. Abhijit Kumar Mishra
69/1, Baghajatin Place
Kolkata - 700 086 | 1.  (SINDHU SINGH) |
| | 2. Sharmila Sinha |


Somesh Mishra
High Court
Kolkata

SIGNATURE OF THE OWNERS

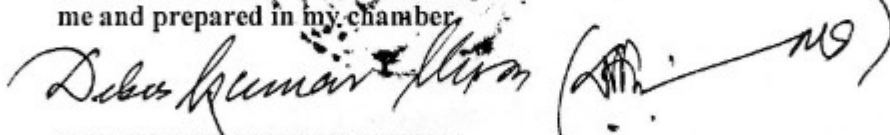
Olendria Promoters & Developers Pvt. Ltd.



Director

SIGNATURE OF THE DEVELOPER

Read over, explained in Verbal to the Parties and admitted to be correct and as per the instructions given by the parties, drafted by me and prepared in my chamber.

 (MS)

(MR. DEBES KUMAR MISRA)
ADVOCATE [Enrollment No.F/364/329/1989]
HIGH COURT, CALCUTTA

Resi-cum-Chamber : 69/1, Baghajatin
Place, Kolkata - 700 086.
PH-9830236148(D.K.M.),
Email:debeskumarmisra@gmail.com
9051446430(Somesh),
Email:mishrasomesh08@gmail.com
9836115120(Tapesh),
Email:tapesh.mishra85@gmail.com

MEMO OF CONSIDERATION

RECEIVED the entire non-refundable sum of Rs.76,40,000/- (Rupees Seventy six Lac Forty Thousand) only from the DEVELOPER herein in the manner following :-

Sl. No.	Online Transfer /Draft No.	Date	Name of the Bank & Branch	Amount (Rs.)
1.	RTGS No.ICICR520 230419007520 98	19.04.2023	ICICI Bank, Kasba Branch	Rs. 2,50,000.00
2.	RTGS No.ICICR520 230419007523 07	19.04.2023	-Do-	Rs. 2,50,000.00
3.	509427	28.04.2023	-Do-	Rs.10,00,000.00
4.	509428	28.04.2023	-Do-	Rs.10,00,000.00
5.	509454	04.07.2023	-Do-	Rs.25,70,000.00
6.	509455	04.07.2023	-Do-	Rs.25,70,000.00
TOTAL :				Rs.76,40,000.00

(Total Rupees Seventy-six Lac Forty Thousand only)

WITNESSES :

1. Abhejit Kumar Mishra
69/11 Baghojita Place
Kolkata - 700 86

1. Sundar

2. Sharmila Sinha

SIGNATURE OF THE OWNERS

2. Sonant Mishra
Himanshu
Calcutta

MS
Adarsh

ANNEXTURE : X**Job Specification**

A. General: The building shall be RCC framed structure as per design of the architect/Engineer.
B. Brick wall: All exterior brick work shall be 8" thick with bricks of approved quality. Flat partition 5" thick & all inside partition wall 3" thick wall with 1st class brick.

C. Floor, skirting & DADO:

- 1) All rooms and verandas are laid with tiles of 2' x 2' and to skirting of 4" height.
- 2) Dinning and drawing with Tiles slab with 4" skirting without any design.
- 3) All stair case landing will be made of stone/marble.
- 4) Kitchen will have marble slab in floor and dado finish with glazed tiles upto 3'0" from Granite cooking top.
- 5) In toilets & WC marble slab in floor and dado finish with glazed tiles 8" x 12" upto 6'0" height.

D. Plastering: The outside of the building will have plaster 3/4" thick average whereas the inside and ceiling plaster will be 1/4" thick (average).

E. Door:

- 1) All door would be 32 mm. Thick, Flush type, made of chemically treated hard wood with teak finish with wooden door frame of Malaysian Sal wood.
- 2) One 8" long tower bolt from inside.
- 3) One telescopic peep-whole at main door.
- 4) Electric bell point only
- 5) One mortice lock at main door.

Other Doors

- 1) Flash type doors will be provided at kitchen and toilet.
- 2) One aluminium tower bolt 6" long from outside.

Window: All aluminium sliding windows as per design by architect will be provided. All windows will be covered by painted M. S. ornamental grill.

All windows shutters will be fully glazed and made of 3 mm thick glass panel.

The windows of toilets shall have translucent glass.

F. Painting: The building shall be painted externally with cement based paints (weather coat). The inside of the flat shall be of putty finish. Colour wash will be done on stair case wall.

G. Toilet & kitchen:

- 1) One shower in toilet.
- 2) Two tap in toilet, all sanitary fittings will be made by Jaguar.
- 3) One western type WC with necessary flushing arrangement.
- 4) One ablution tap.
- 5) One tap with stainless still sink in kitchen.
- 6) One wash basin in dining.

H. Staircase: Staircase room will be provided with glass for light and ventilation as per design.

Space for electricity meters and pumps.

I. Electrical installation:

- 1) One suitable Electrical connection and meter (common) from CESC Ltd. For the entire building. Separate meter for individual flat at purchaser's cost and persuasion.
- 2) Two light points, one fan point and one 5 amp. Plug point in drawing and dining.
- 3) One fan point, two light points and one 5 amp. Plug point in bed rooms.
- 4) One ac point in master bedroom.
- 5) One light point each in toilet and kitchen along with a point of exhaust fan.
- 6) All wiring will be as per existing regulation & of materials of Finolex/ havells.
- 7) One light point in varandah.
- 8) Sound less generator will be provided by extra cost from purchaser.

J. Lift: Lift from Flex Elevator will be provided.

K. Water supply:

- 1) Overhead reservoir will be provided at top as per design.
- Suitable electric pump will be installed at ground floor to deliver water to overhead reservoir from underground reservoir.

NOTE : Any extra work other than the Work Schedule (without any deviation of the Sanctioned Building Plan) required by the Owners herein, shall be done at their own cost and expenses.

MS
Adocan



Name Simchan Sinha
 Signature Simchan Sinha

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



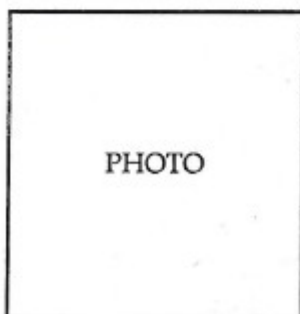
Name Sharmika Sinha
 Signature Sharmika Sinha

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



Name PRABIR PAUL
 Signature Prabir Paul

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



Name
 Signature

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



050720232011993010

GRIPS Payment Detail

GRIPS Payment ID:	050720232011993010	Payment Init. Date:	05/07/2023 11:23:08
Total Amount:	96399	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	1204739714835	BRN Date:	05/07/2023 11:23:39
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

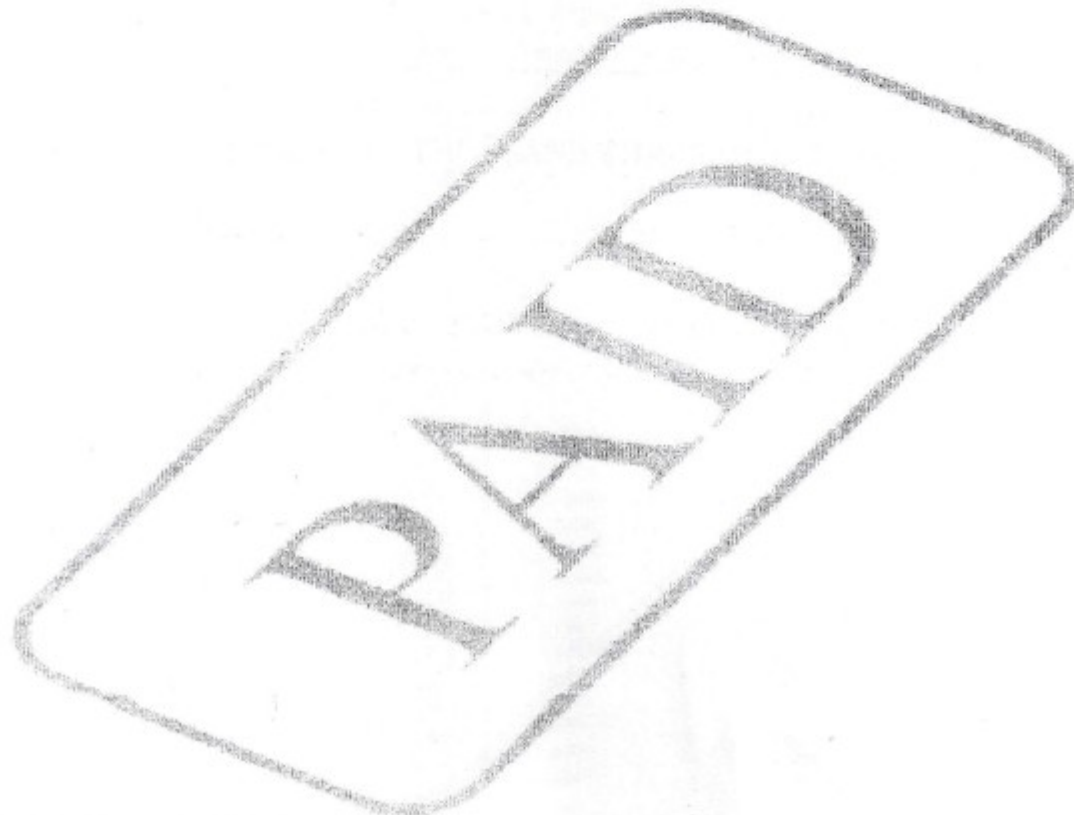
Depositor's Name: Mr PRABIR PAUL
Mobile: 9830052691

Payment (GRN) Details

Sl No	GRN	Department	Amount (₹)
1	192023240119930118	Directorate of Registration & Stamp Revenue	96399
Total			96399

IN WORDS: NINETY SIX THOUSAND THREE HUNDRED NINETY NINE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240119930118

GRN Details

GRN:	192023240119930118	Payment Mode:	SBI Epay
GRN Date:	05/07/2023 11:23:08	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	1204739714835	BRN Date:	05/07/2023 11:23:39
Gateway Ref ID:	CHN0385360	Method:	State Bank of India NB
GRIPS Payment ID:	050720232011993010	Payment Init. Date:	05/07/2023 11:23:08
Payment Status:	Successful	Payment Ref. No:	2001653770/2/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr PRABIR PAUL
Address: URBANA, TOWER 6 FLAT 2404 783, ANANDAPUR, KOLKATA 700107
Mobile: 9830052691
Period From (dd/mm/yyyy): 05/07/2023
Period To (dd/mm/yyyy): 05/07/2023
Payment Ref ID: 2001653770/2/2023
Dept Ref ID/DRN: 2001653770/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001653770/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	19971
2	2001653770/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	76428
Total				96399

IN WORDS: NINETY SIX THOUSAND THREE HUNDRED NINETY NINE ONLY.

PAID



**Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip**

Query No / Year	2001653770/2023	Office where deed will be registered
Query Date	26/06/2023 10:25:06 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017593682, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4002] General Power of Attorney [Rs : 100/-], [4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 76,40,000/-]	
Set Forth value	Market Value	
Rs. 1/-	Rs. 1,23,47,556/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 20,071/- (Article:48(g))	Rs. 76,428/- (Article:E, E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, Premises No: 1933, Ward No: 109, Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	7 Katha	1/-	1,23,47,556/-	Width of Approach Road: 25 Ft.,
Grand Total :				11.55Dec	1 /-	123,47,556 /-	

Land Lord Details :

SI No	Name & address	Status	Execution Admission Details :
1	Shri Sinchan Sinha Son of Shri Amal Kumar Sinha, 44/2/52, Jheel Road, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ALxxxxxx5A, Aadhaar No.: 78xxxxxxxx2394, Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self



Query No: 2001653770 of 2023, Printed On : Jun 29 2023 6:18PM, Generated from wbregistration.gov.in

Major Information of the Deed

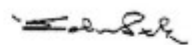
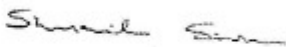
Deed No :	I-1604-08336/2023	Date of Registration	05/07/2023
Query No / Year	1604-2001653770/2023	Office where deed is registered	
Query Date	26/06/2023 10:25:06 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Somesh Mishra High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8017593682, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 100/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 76,40,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,23,47,556/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,071/- (Article:48(g))	Rs. 76,460/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 1933, , Ward No: 109 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	7 Katha	1/-	1,23,47,556/-	Width of Approach Road: 25 Ft.,
Grand Total :				11.55Dec	1 /-	123,47,556 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Sinchan Sinha Son of Shri Amal Kumar Sinha Executed by: Self, Date of Execution: 05/07/2023 , Admitted by: Self, Date of Admission: 05/07/2023 ,Place : Office	Photo  05/07/2023	Finger Print  LTI 05/07/2023	Signature  05/07/2023
44/2/52, Jheel Road, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ALxxxxxx5A, Aadhaar No: 78xxxxxxxx2394, Status :Individual, Executed by: Self, Date of Execution: 05/07/2023 , Admitted by: Self, Date of Admission: 05/07/2023 ,Place : Office				
2	Name Smt Sharmila Sinha Wife of Shri Sinchan Sinha Executed by: Self, Date of Execution: 05/07/2023 , Admitted by: Self, Date of Admission: 05/07/2023 ,Place : Office	Photo  05/07/2023	Finger Print  LTI 05/07/2023	Signature  05/07/2023
44/2/52, Jheel Road, City:- , P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas West Bengal, India, PIN:- 700075 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BBxxxxxx9D, Aadhaar No: 47xxxxxxxx5006, Status :Individual, Executed by: Self, Date of Execution: 05/07/2023 , Admitted by: Self, Date of Admission: 05/07/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Oiendrila Promoters And Developers Private Limited 27B, Bose Pukur Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042 , PAN No.: AAxxxxxx9M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Prabir Paul (Presentant) Son of Swami Santi Ranjan Paul Date of Execution - 05/07/2023, , Admitted by: Self, Date of Admission: 05/07/2023, Place of Admission of Execution: Office	 Jul 5 2023 2:11PM	 LTI 05/07/2023	 05/07/2023
783, Anandapur, URBANA, Tower-6,, Flat No: 2404, City:- , P.O:- EKTP, P.S:-Tiljala, District:-South 2 Parganas, West Bengal, India, PIN:- 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7Q, Aadhaar No: 90xxxxxxxx0937 Status : Representative, Representative of : Oiendrilla Promoters And Developers Private Limited (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Somesh Mishra Son of Mr D K Misra High Court, Calcutta, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 05/07/2023	 05/07/2023	 05/07/2023
Identifier Of Shri Sinchan Sinha, Smt Sharmila Sinha, Shri Prabir Paul			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Shri Sinchan Sinha	Oiendrilla Promoters And Developers Private Limited-5.775 Dec
2	Smt Sharmila Sinha	Oiendrilla Promoters And Developers Private Limited-5.775 Dec

On 05-07-2023

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : (g) of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13:01 hrs on 05-07-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Sri Prabir Paul ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,23,47,556/-

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 05/07/2023 by 1. Shri Sinchan Sinha, Son of Shri Amal Kumar Sinha, 44/2/52, Jheel Road, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu by Profession Business, 2. Smt Sharmila Sinha, Wife of Shri Sinchan Sinha, 44/2/52, Jheel Road, P.O: Santoshpur Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession House wife

Indetified by Mr Somesh Mishra, , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 05-07-2023 by Shri Prabir Paul, Director, Oiendrilla Promoters And Developers Private Limited (Private Limited Company), 27B, Bose Pukur Road, City:- , P.O:- Kasba, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700042

Indetified by Mr Somesh Mishra, , Son of Mr D K Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 76,460.00/- (B = Rs 76,400.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 76,428/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WE Online on 05/07/2023 11:23AM with Govt. Ref. No: 192023240119930118 on 05-07-2023, Amount Rs: 76,428/-, Bank: SBI EPay (SBlePay), Ref. No. 1204739714835 on 05-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 19,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 33112, Amount: Rs.100.00/-, Date of Purchase: 30/06/2023, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WE Online on 05/07/2023 11:23AM with Govt. Ref. No: 192023240119930118 on 05-07-2023, Amount Rs: 19,971/-, Bank: SBI EPay (SBlePay), Ref. No. 1204739714835 on 05-07-2023, Head of Account 0030-02-103-003-02



Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 264224 to 264263

being No 160408336 for the year 2023.



Digitally signed by Anupam Halder
Date: 2023.07.11 16:20:09 +05:30
Reason: Digital Signing of Deed.

(Signature)

(Anupam Halder) 2023/07/11 04:20:09 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)